

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
AND THE
NEW ENGLAND POLICE BENEVOLENT ASSOCIATION
FOR A
SUCCESSOR AGREEMENT**

July 1, 2011 through June 30, 2014

The parties agree to the following changes to the Commonwealth and New England Police Benevolent Association Collective Bargaining Agreements for Unit 4A for July 1, 2009 through June 30, 2012. Moreover, in consideration of the provisions outlined below, all Commonwealth obligations arising under the provisions of Article 25 from the 2009 - 2012 Collective Bargaining Agreement are hereby waived by the Union.

**ARTICLE 8
LEAVE**

Section 2 Paid Personal Leave

A. On each January 1st, full-time employees ~~on the payroll as of that date on the payroll as of the signing date of this Agreement~~ will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
40.0 hours per week	24.000 hours
40.0 hours per week	40.000 hours

Add New Section:

On each January 1, full-time employees hired after the effective date of this Agreement will be credited annually with paid personal leave credits at the following rate:

<u>Scheduled Hours per Week</u>	<u>Personal Leave Credits</u>
40.0 hours per week	24.000 hours

B. ~~Nothing in this Section shall be construed as giving more than three (3) days personal leave in a given calendar year~~ Nothing in this Section shall be construed as giving more than three (3) personal days (to employees hired after the effective date of this Agreement) in a given year, or more than five (5) personal days (to employees on the payroll as of the signing date of this Agreement) in a given year except in the

following instance: any employee covered by this Agreement, who has been prevented from utilizing any of the allowable three (3) or five (5) days personal leave per year due to the operational needs of the Department and where such personal leave time was denied by an authorized agent of the Department after October 1st of the year in question but before December 31st shall be allowed to either cash in the personal leave days not taken during the current year or carry them into the next calendar year. Under no circumstances may more than three personal days be carried over in a given calendar year and any personal leave carried over must be used during the calendar year into which it is carried over or it will be forfeited.

ARTICLE 10 HOLIDAYS

Section 10.1

The following days shall be holidays for employees:

New Year's Day
Martin Luther King Day
Washington's Birthday
~~Evacuation Day~~
Patriot's Day
Memorial Day
~~Bunker Hill Day~~
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

~~*Only in Suffolk County~~

Section 9

A. ~~An employee not otherwise entitled to the Suffolk County holidays, pursuant to Section 1 above, and who is scheduled to work on such a holiday shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the Department, or if a compensatory day cannot be granted by the Department because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay in addition to pay for work on the Suffolk County holiday.~~

B. ~~Additionally, an employee who is not scheduled to work on a Suffolk County holiday, if the employee's usual workweek is five or more days, shall be entitled to a day off with pay, within sixty (60) days following the holiday, to be taken at a time approved by the Department Head, or if a compensatory day cannot be granted by the Department~~

~~because of a shortage of personnel or other reasons then he/she shall be entitled to pay for one day at his/her regular rate of pay.~~

ARTICLE 12 SALARY RATES

Section 1

The following shall apply to full-time employees:

- ~~A. Effective November 7, 2010, employees who meet the eligibility criteria provided in Section 2 of this article receive a one percent (1%) increase in salary rate.~~
- ~~B. Effective June 30, 2011, employees who meet the eligibility criteria provided in Section 2 of this article receive a three percent (3%) increase in salary rate.~~
- ~~C. Effective June 30, 2012, employees who meet the eligibility criteria provided in Section 2 of this article receive a three percent (3%) increase in salary rate.~~
- A. Effective June 30, 2012, employees who meet the eligibility criteria provided in Section 2 of this article shall receive a three percent (3%) increase in salary rate.**
- B. Effective the first pay period in July 2012, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.**
- C. Effective the first pay period in January 2013, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.**
- D. Effective the first pay period in July 2013, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.**
- E. Effective the first pay period in January 2014, employees who meet the eligibility criteria provided in Section 2 of this Article shall receive a one-and-a-half percent (1.5%) increase in salary rate.**

ARTICLE 13A HEALTH AND WELFARE

Section 2 Funding

A. Effective the first pay period in January 2011, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of fourteen dollars and fifty cents (\$14.50) per calendar week.

B. Effective the first pay period in January 2012, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of fifteen dollars (\$15.00) per calendar week.

Add new Section:

C. Effective the first pay period in January 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$15.50 per calendar week. Effective the first pay period in June 2014, the Employer agrees to contribute on behalf of each full-time employee equivalent the sum of \$16.00 per calendar week. The Board of Trustees shall continue to maintain the Day Care Assistance Program for the duration of this agreement.

D. The contributions made by the Employer to the Health and Welfare Fund shall not be used for any purpose other than to provide health and welfare benefits and to pay the operating and administrative expenses of the Fund. The contributions shall be made by the Employer in an aggregate sum within forty-five (45) days following the end of the calendar month during which contributions were collected.

ARTICLE 25 RE-OPENER

~~In the event that during the term of this Agreement, but subsequent to its execution by the parties, a collective bargaining agreement is both submitted by either the Governor or the Secretary for Administration and Finance and said agreement is funded by the Legislature, and in the event that said agreement involves public safety employees of the Commonwealth's Executive Branch, the Board of Higher Education or the Board of Trustees of the University of Massachusetts, and in the event that such agreement provides across the board increases to base salaries which are greater, for the period July 1, 2009 through June 30, 2012, than those provided by this Agreement, the parties agree to re-open those provisions of this Agreement to further bargaining.~~

The Commonwealth agrees that in the course of this Agreement, should any other Executive Branch bargaining unit receive any across the board wage increase at any point earlier than one year following the end date of its preceding Agreement, the parties shall, at the request of the Union, reopen the salary provisions of this Agreement for further bargaining.

Add new Article:

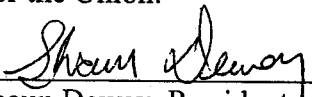
EFFICIENCY WORKING GROUP

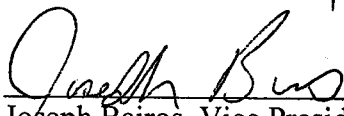
The parties acknowledge the shared value associated with enhanced service delivery and improved operational efficiency. Continued public confidence in government, and public support for governmental programs, requires an ongoing focus on continuous improvement, and corresponding results. The parties also acknowledge that more efficient service delivery can provide opportunities to reinvest savings to the benefit of those employees that contribute to such favorable outcomes.

In this light, the parties agree, in the course of this contract, to establish a working group that will be charged with identifying no fewer than four pilot programs focused on developing more efficient methods of service delivery in at least three selected service areas. The parties further agree that these pilot programs will complete their work six months prior to the end of this agreement, and will produce report(s) detailing each initiative; the iterative steps taken to accomplish its purpose(s); and the service impacts resulting from the initiative. Finally, the parties agree that a portion of any cost savings that result from these initiatives will be returned to employees in the affected bargaining unit, in accordance with a formula determined in advance by mutual agreement of the parties.

The Commonwealth and the Union each agree to designate seven persons to be named to this working group no later than 30 days from the date of execution of this Agreement.


For the Union:

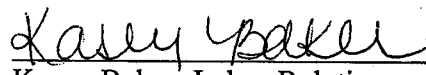

Shaun Dewey, President


Joseph Bairos, Vice President

8/16/11
Date

For the Commonwealth:


John Langah, Deputy Director,
Office of Employee Relations


Kasey Baker, Labor Relations
Advisor, Office of Employee
Relations

8/16/2011
Date 